IFW

Docket No.: 069804-0187 **PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

| | | |
|---|---|---|
| In re Application of | : | Customer Number: 20277 |
| Richard W. BOOTH, et al. | : | Confirmation Number: 4376 |
| Application No.: 09/885,811 | : | Group Art Unit: 2638 |
| Filed: June 19, 2001 | : | Examiner: Dung X. NGUYEN |

For: HYBRID POLAR MODULATOR DIFFERENTIAL PHASE CARTESIAN FEEDBACK CORRECTION CIRCUIT FOR POWER AMPLIFIER

## REQUEST FOR CHANGE OF ADDRESS

Mail Stop
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned attorney, being of record in the subject application with power of attorney, hereby requests that, for the above-identified application, all future correspondence, facsimiles and telephone calls be addressed to:

Michael E. Fogarty, Esq.
McDERMOTT WILL & EMERY LLP
600 13th Street, NW
Washington, DC 20005-3096
Phone: 202.756.8372
Facsimile: 202.756.8087

Respectfully submitted,

McDERMOTT WILL & EMERY LLP

Michael E. Fogarty
Registration No. 36,139

**Please recognize our Customer No. 20277 as our correspondence address.**

600 13th Street, N.W.
Washington, DC 20005-3096
Phone: 202.756.8000 MEF:cac
Facsimile: 202.756.8087
**Date: October 26, 2006**

Docket No.: FPM-0062 **PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

| | | |
|---|---|---|
| In re Application of: | : | Customer Number: 53080 |
| Richard W.D. Booth | : | Confirmation Number: 4376 |
| Application No.: 09/885,811 | : | Group Art Unit: 2638 |
| Filed: June 19, 2001 | : | Examiner: Dung X. NGUYEN |

For: Hybrid Polar Modulator Differential Phase Cartesian Feedback Correction Circuit For Power Amplifier

**REVOCATION OF POWER OF ATTORNEY, APPOINTMENT AND CERTIFICATION UNDER 37 CFR 3.73(B)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned assignee of the above-identified application hereby revokes all previous Powers of Attorney and appoints the following attorneys with full power to prosecute the application, to make alterations and amendments therein, and to transact all business in the United States Patent Office connected therewith.

I hereby appoint the registered practitioners of McDermott Will & Emery LLP, included in the Customer Number provided below, with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

**CUSTOMER NUMBER 53080**

Application No. 09/885,811

Send correspondence to the address associated with Customer Number 53080, which is:

McDERMOTT WILL & EMERY LLP
600 13th Street, N.W.
Washington, D.C. 20005-3096

**CERTIFICATE UNDER 37 CFR 3.73(b)**

Matsushita Electric Industrial Co., Ltd. (MEI), a corporation of Japan, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an Assignment (copy enclosed) and an Asset Purchase Agreement (redacted copy enclosed) between MEI and Tropian Inc., in which Tropian Inc. sold the entire right and interest in the patent application identified above to MEI.

The undersigned has reviewed all the documents identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

The undersigned further declares that all statements made herein of its own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of

Application No. 09/885,811

the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.

Name: Dr. Hiroki NAITO
Title: Director, IP Development Center
Authorized Signing Officer

Signature: Hiroki Naito

Date: October 23, 2006

WDC99 1298151-1.069804.0010

**EXECUTION VERSION**

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# ASSET PURCHASE AGREEMENT

**DATED AS OF MARCH 27, 2006**

**BY AND BETWEEN**

**MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.,**

**PANASONIC CORPORATION OF NORTH AMERICA,**

**TROPIAN INC.**

**AND**

**CROSSPOINT ASSOCIATES 2000, L.L.C.**

**(for purposes of Section 8.5 and Exhibit P only)**

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## TABLE OF CONTENTS

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of March 27, 2006 (this "Agreement"), is by and among Tropian Inc., a California corporation ("Tropian"), Matsushita Electric Industrial Co., Ltd., a corporation organized under the laws of Japan ("MEI"), Panasonic Corporation of North America, a Delaware corporation ("PNA"), and Crosspoint Associates, L.L.C. (the "Tropian Representative"), for purposes of Section 8.5 and Exhibit P only. All capitalized terms have the meanings ascribed to such terms in Article I or as otherwise defined herein.

## RECITALS

WHEREAS, Tropian desires to sell to MEI and PNA, and MEI and PNA desire to purchase from Tropian, all of the Purchased Assets (as defined below), and Tropian desires to transfer to MEI and PNA, and MEI and PNA desire to assume from Tropian, all of the Assumed Liabilities (as defined below);

WHEREAS, concurrently with the execution of this Agreement, Tropian will solicit written consents from its shareholders ("Shareholders"), in the form attached hereto as Exhibit A (the "Written Consent"), representing a number of shares of Tropian Capital Stock (as defined below) necessary for the approval of this Agreement and the consummation of the transactions contemplated hereby by the Tropian Requisite Vote (as defined below);

WHEREAS, MEI, PNA and Tropian shall enter into certain other Transaction Documents (as defined below) at Closing (as defined below); and

WHEREAS, Tropian, MEI and PNA desire to make certain representations, warranties, covenants and agreements in connection with the transaction contemplated by this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS

1.1 Definitions. The following terms, as used herein, have the following meanings:

"Affiliate" means, with respect to any person, any person directly or indirectly controlling, controlled by or under direct or indirect common control with such other person.

"Applicable Law" means, with respect to any person, any federal, state, local or foreign statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any court, tribunal or

Governmental Authority applicable to such person or any of its Affiliates or any of their respective properties, assets, officers, directors, employees, consultants or agents.

"Assignment and Assumption Agreements" means, collectively, (a) the Assignment and Assumption Agreement related to the Tropian Intellectual Property and the Tropian Technology (the "Intangible Assets Assignment and Assumption Agreement"), to be dated as of the Closing Date, by and between MEI and Tropian, in substantially the form attached hereto as Exhibit B, and (b) the Assignment and Assumption Agreement related to all of the other Purchased Assets (the "Tangible Assets Assignment and Assumption Agreement"), to be dated as of the Closing Date, by and between PNA and Tropian, in substantially the form attached hereto as Exhibit C.

"Bill of Sale" means that certain Bill of Sale to be dated as of the Closing Date and executed by Tropian in favor of MEI and PNA, in substantially the form attached hereto as Exhibit D.

"Books and Records" means with respect to any person, all files, documents, instruments, papers, books and records, whether in written or electronic form, relating to such person's development efforts, operations, affairs, financial condition, results of operations, prospects, assets or Liabilities, including financial statements, Tax Returns, work papers and letters from accountants and auditors, budgets, pricing guidelines, ledgers, journals, deeds, title policies, customer and marketing materials and information, product data sheets, performance benchmark reports, customer account histories and profiles, sales training and presentation materials, customer support materials, support bulletins, vendor lists, contracts, licenses, customer lists, permits, computer files and programs, retrieval programs, operating data and plans, projections, forecasts and environmental studies and plans.

"Business Day" means each day other than a Saturday, Sunday or other day on which commercial banks in San Francisco, California are authorized or required by Applicable Law to close.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contracts" means all contracts, agreements, options, leases, licenses, sales and purchase orders, commitments and other instruments of any kind, whether written or oral, to which Tropian is a party or is otherwise bound.

"Designated Employees" means all employees of Tropian as of the date hereof and identified on Schedule 3.11(a) of the Tropian Disclosure Schedule.

"Environmental Laws" means any applicable federal, state, local or foreign law, statute, treaty, bylaw, ordinance, rule, regulation, policy, permit, consent, approval, license, judgment, order, decree or injunction relating to (a) Releases or threatened Releases of Hazardous Material into the environment, (b) the generation, treatment, storage, disposal, use, handling, manufacturing, transportation or shipment of Hazardous Material, (c) the health or

safety of employees in the workplace, (d) protecting or restoring natural resources or (e) the environment.

"Equipment" means all machinery, equipment, furniture, office equipment, communications equipment, computer equipment, vehicles, spare and replacement parts, fuel and other tangible personal property (and interests in any of the foregoing).

"ERISA" means the Employment Retirement Income Security Act of 1974, as amended.

"Governmental Approval" means an authorization, consent, approval, permit or license issued by, or a registration or filing with, or notice to, or waiver from, any Governmental Authority.

"Governmental Authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Hazardous Material" means (a) any substance which is or is deemed to be, alone or in combination, hazardous, hazardous waste, special waste, toxic, radioactive, or a pollutant under any Environmental Laws, (b) petroleum, including crude oil and any fractions thereof, (c) natural gas, synthetic gas and any mixtures thereof, (d) asbestos and/or asbestos containing materials, (e) polychlorinated biphenyls ("PCBs") or materials containing PCBs, (f) any material regulated as a medical waste, (g) lead containing paint, (h) radioactive materials and (i) "Hazardous Substance" or "Hazardous Material" as those terms are defined in any indemnification provision in any contract, lease, or agreement, note, bond, mortgage or license to which Tropian is a party.

"include" or "including" means "include, without limitation" or "including, without limitation," as the case may be, and the language following "include" or "including" shall not be deemed to set forth an exhaustive list.

"Intellectual Property" means all intellectual property rights and related priority rights, arising from or in respect of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention, including (a) all patents and applications therefor, including all continuations, divisionals, continuations-in-part and provisionals and patents issuing thereon, and all reissues, reexaminations, substitutions, renewals and extensions thereof (collectively, "Patents"), (b) all trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions thereof (collectively, "Marks"), (c) all Internet domain names, (d) all copyrights, works of authorship and moral rights, and all registrations, applications, renewals, extensions and reversions thereof (collectively, "Copyrights"), and (e) discoveries, concepts, ideas, research and development, know-how, formulae, inventions, compositions, manufacturing and production processes and techniques, technical data, procedures, designs, drawings, specifications, databases, information, designs, algorithms, methods, techniques, research and development, technical data, programs,

subroutines, tools, processes, and other proprietary or confidential information, including customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Patents (collectively, "Trade Secrets").

"Intellectual Property License" means (a) any grant by Tropian to another person of any license, sublicense, right, permission, consent or non-assertion relating to or under any Intellectual Property and/or Technology, and (b) any grant by another person to Tropian of any license, sublicense, right, permission, consent or non-assertion relating to or under any Intellectual Property and/or Technology owned by a third person.

"IRS" means the Internal Revenue Service.

"Knowledge," "Knowledge of Tropian" or "Known" means, with respect to any matter in question, the actual knowledge of the executive officers of Tropian listed on Exhibit E attached hereto and, for the purposes of Section 3.14 only, the actual knowledge of the employees of Tropian involved in the research and development of the Tropian Intellectual Property and/or the Tropian Technology.

"Liability" means, with respect to any person, any liability or obligation of such person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such person.

"Lien" means any mortgage, pledge, assessment, security interest, lien, claim, levy, charge, easement, right of way, transfer restriction, right of first refusal, encroachments or encumbrance of any kind, or any defect in title, conditional sale contract, title retention contract, or other contract to give or to refrain from giving any of the foregoing.

"Material Adverse Effect on Tropian" means any circumstance, change in, or effect on Tropian that is materially adverse to (a) the operations, assets, Liabilities, prospects, results of operations, or the condition (financial or otherwise) of Tropian, the Purchased Assets or the Assumed Liabilities, taken as a whole, or (b) Tropian's ability to consummate the transactions contemplated by this Agreement or any of the other Transaction Documents to which it is a party; provided, however, in no event shall any of the following, either individually or in combination, constitute a Material Adverse Effect on Tropian: (i) any actions taken by Tropian that are specifically required by this Agreement or any of the Transaction Documents to be taken, (ii) any change in conditions in the United States, foreign or global economy or capital or financial markets generally, (iii) any act of terrorism or war, (iv) any change in the laws or regulations relating to the business or operations of Tropian or the Purchased Assets or Assumed Liabilities, (v) any change generally applicable to the industries in which Tropian operates, (vi) the entry into and consummation of this Agreement and the transactions contemplated hereby, (vii) any effect resulting or arising from any action taken by MEI or PNA, or (viii) any effect resulting or arising from any action taken by Tropian with the consent of MEI or PNA.

"person" means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization or other legal entity including any Governmental Authority.

"Post-Closing Tax Period" means any Tax period (or portion thereof) beginning after the close of business on the Closing Date.

"Pre-Closing Tax Period" means any Tax period (or portion thereof) ending on or before the close of business on the Closing Date.

"Releases" means the releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaking, depositing, introducing, migrating, disposing or dumping of any substance, or permitting any of the foregoing to occur.

"Software" means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (d) all documentation, including user manuals and other training documentation, related to any of the foregoing.

"Tangible Net Worth" means, at any date, an amount as calculated in accordance with the principles set forth on Schedule 1.1 of the Tropian Disclosure Schedule.

"Taxes" means (a) all foreign, federal, state, local and other net income, gross income, gross receipts, sales, use, ad valorem, value added, intangible, unitary, capital gain, transfer, franchise, profits, license, lease, service, service use, withholding, backup withholding, payroll, employment, estimated, excise, severance, stamp, occupation, premium, property, prohibited transactions, windfall or excess profits, customs duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto, (b) any Liability for payment of amounts described in clause (a) whether as a result of transferee Liability, of being a member of an Affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of law, and (c) any Liability for the payment of amounts described in clauses (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other person for Taxes.

"Tax Returns" means all returns, declarations, reports, statements, information statement, forms or other documents filed or required to be filed with respect to any Tax (including any attachments thereto, and any amendment thereof) including any information return, claim for refund, amended return or declaration of estimated Tax, and including, where permitted or required, combined, consolidated, affiliated or unitary returns for any group of entities that includes Tropian or any of its Affiliates.

"Technology" means all Software, materials, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works

of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, documentation and other materials used in, incorporated in, embodied in or displayed by any of the foregoing, or used or useful in the design, development, reproduction, maintenance or modification of any of the foregoing.

"Transaction Documents" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreements, the Retention Plan, the McCune Employment Agreement, the Unger Consulting Agreement, the Woolley Consulting Agreement, the McCune Non-Competition Agreement, Woolley Non-Competition Agreement, the Escrow Agreement, the Offer Letters and any other document or agreement executed in connection with any of the foregoing, together with any Exhibits and Schedules hereto and thereto, and in each case as modified, amended, supplemented, restated or renewed from time to time.

"Tropian Capital Stock" means, collectively, the Tropian Common Stock and the Tropian Preferred Stock.

"Tropian Common Stock" means each share of Common Stock of Tropian, par value r share.

"Tropian Intellectual Property" means all Intellectual Property owned or held for use by Tropian.

"Tropian Preferred Stock" means each share of Series A-1 Preferred Stock of Tropian, par val per share.

"Tropian Stock Options" means all options to purchase Tropian Common Stock.

"Tropian Technology" means all Technology owned or held for use by Tropian.

"Tropian Warrants" means all warrants to purchase Tropian Common Stock including, without limitation, the warrants held by Silicon Valley Bank, Mixed Signal Systems, Incorporated and Heidrick & Struggles, Inc.

"WARN" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and the rules and regulations promulgated thereunder.

## ARTICLE II

## PURCHASE AND SALE

2.1 Purchased Assets.

(a) Upon the terms and subject to the conditions of this Agreement, at Closing, MEI shall purchase from Tropian, and Tropian shall sell, transfer, assign and deliver to MEI, free and clear of all Liens, the Tropian Intellectual Property, the Tropian Technology and all other assets related thereto owned, leased or licensed by Tropian (collectively, the "MEI Purchased Assets"), other than the Excluded Assets (as defined below) and the PNA Purchased

Assets (as defined below), including, without limitation, all of Tropian's right, title and interest in, to and under:

(i) all of the Tropian Intellectual Property and the Tropian Technology (including all rights, claims, credits, causes of action or rights of set-off against third persons relating to the MEI Purchased Assets of Tropian or any of its Affiliates) listed on Schedule 2.1(a)(i) of the Tropian Disclosure Schedule;

(ii) subject to Section 2.4 hereof, all Contracts listed on Schedule 2.1(a)(ii) of the Tropian Disclosure Schedule (the "MEI Assumed Contracts");

(iii) originals or correct and complete copies of all Books and Records relating to the MEI Purchased Assets;

(iv) all rights of Tropian under express or implied warranties from third parties who supplied Tropian with any of the MEI Purchased Assets; and

(v) all goodwill and other intangible assets associated with the MEI Purchased Assets.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the date set forth below.

**MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.**

By: Susumu Koike
Name: Susumu Koike
Title: Senior Managing Director, Member of the Board
Date: March 27, 2006

**PANASONIC CORPORATION OF NORTH AMERICA**

By: _____
Name:
Title:
Date:

**TROPIAN INC.**

By: _____
Name:
Title:
Date:

**TROPIAN REPRESENTATIVE,**
**(for purposes of Section 8.5 and Exhibit P only)**

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the date set forth below.

**MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.**

By: _____
Name:
Title:
Date:

**PANASONIC CORPORATION OF NORTH AMERICA**

By: Paul Liao
Name: Paul Liao
Title: Chief Technology Officer
Date: March 28, 2006

**TROPIAN INC.**

By: _____
Name:
Title:
Date:

**TROPIAN REPRESENTATIVE,**
**(for purposes of Section 8.5 and Exhibit P only)**

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the date set forth below.

**MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.**

By: _____
Name:
Title:
Date:

**PANASONIC CORPORATION OF NORTH AMERICA**

By: _____
Name:
Title:
Date:

**TROPIAN INC.**

By: _____
Name: TIM UNGER
Title: PRESIDENT + CEO
Date: MARCH 25, 2006

**TROPIAN REPRESENTATIVE,**
**(for purposes of Section 8.5 and Exhibit P only)**

By: _____
Name:
Title:
Date:

Tropian-MEI_transfer_list(June-30-2006).xls

| No. | MEI Ref. | PEARL Ref. | Country | Title | Patent No. | Issue Date | Serial No. | File Date | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | TBD | US001 | US | Digital Frequency Sampling and Discrimination | 6,219,394 | 04/17/01 | 08/947,027 | 10/08/97 | Granted |
| 2 | TBD | US002 | US | Direct Digital Synthesis of Precise, Stable Angle Modulated RF Signal | 5,952,895 | 09/14/99 | 09/027,954 | 02/23/98 | Granted |
| 3 | TBD | US003 | US | Quadrature-Free RF Receiver for Directly Receiving Angle Modulated Signal | 6,112,071 | 08/29/00 | 09/027,742 | 02/23/98 | Granted |
| 4 | TBD | US004 | US | Phase Lock Loop Enabling Smooth Loop Bandwidth Switching | 6,140,882 | 10/31/00 | 09/197,523 | 11/23/98 | Granted |
| 5 | TBD | US005 | US | Direct Digital Frequency Synthesis Enabling Spur Elimination | 6,094,101 | 07/25/00 | 09/268,731 | 03/17/99 | Granted |
| 6 | TBD | US005ii | US | Sigma-Delta-Based Frequency Synthesis | 6,690,215 | 02/10/04 | 09/942,449 | 08/29/01 | Granted |
| 7 | TBD | US006 | US | Driving Circuits for Switch Mode RF Power Amplifiers | 6,198,347 | 03/06/01 | 09/362,880 | 07/29/99 | Granted |
| 8 | TBD | US006i | US | High-Efficiency Modulating RF Amplifier | 6,636,112 | 10/21/03 | 09/637,269 | 08/10/00 | Granted |
| 9 | TBD | US006ic | US | High-Efficiency Modulating RF Amplifier | 6,816,016 | 11/09/04 | 10/688,444 | 10/16/03 | Granted |
| 10 | TBD | US007 | US | Constant Impedance for Switchable Amplifier with Power Control | 6,215,355 | 04/10/01 | 09/416,865 | 10/13/99 | Granted |
| 11 | TBD | US008 | US | Digital Phase Discrimination Based on Frequency Sampling | 6,269,135 | 07/31/01 | 09/008,938 | 01/14/98 | Granted |
| 12 | TBD | US009 | US | Variable Bias Control for Switch Mode RF Amplifier | 6,323,731 | 11/27/01 | 09/684,496 | 10/06/00 | Granted |
| 13 | TBD | US010 | US | High Efficiency Power Modulators | 6,366,177 | 04/02/02 | 09/495,891 | 02/02/00 | Granted |
| 14 | TBD | US011 | US | Multi-Band Amplifier Having Multi-Tap RF Choke | 6,356,155 | 03/12/02 | 09/834,056 | 04/11/01 | Granted |
| 15 | TBD | US012 | US | High-Efficiency Modulation RF Amplifier | 6,377,784 | 04/23/02 | 09/247,095 | 02/09/99 | Granted |
| 16 | TBD | US012c | US | High-Efficiency Modulating RF Amplifier | N/A | N/A | 10/094,104 | 03/07/02 | Allowance |
| 17 | TBD | US012cc | US | High-Efficiency Modulating RF Amplifier | N/A | N/A | 11/317,228 | 12/22/05 | preOA |
| 18 | TBD | US013 | US | High-Efficiency Amplifier Output Level and Burst Control | 6,864,668 | 03/08/05 | 09/247,097 | 02/09/99 | Granted |
| 19 | TBD | US014 | US | RF Power Amplifier Having High Power-Added Efficiency | N/A | N/A | 09/564,548 | 05/04/00 | OA |
| 20 | TBD | US015 | US | Oscillator Circuit Having Reduced Phase Noise | 6,462,627 | 10/08/02 | 09/648,914 | 08/25/00 | Granted |
| 21 | TBD | US016i | US | PLL Noise Smoothing Using Dual-Modulus Interleaving | 7,012,984 | 03/14/06 | 10/095,738 | 03/11/02 | Granted |
| 22 | TBD | US016ic | US | PLL Noise Smoothing Using Dual-Modulus Interleaving | N/A | N/A | 11/202,387 | 08/10/05 | preOA |
| 23 | TBD | US017 | US | High Efficienty Line Driver for High Crest-Factor Signals Such as DMT/ADSL Signals | 6,567,491 | 05/20/03 | 09/419,707 | 10/14/99 | Granted |
| 24 | TBD | US017c | US | High Efficienty Line Driver for High Crest-Factor Signals such as DMT/ADSL signals | 6,724,830 | 04/20/04 | 09/794,542 | 02/26/01 | Granted |
| 25 | TBD | US019 | US | Boost Doubler Circuit | 6,522,192 | 02/18/03 | 09/688,269 | 10/11/00 | Granted |
| 26 | TBD | US020 | US | Ring VCO Based on RC Timing | 6,686,806 | 02/03/04 | 09/738,094 | 12/14/00 | Granted |
| 27 | TBD | US021 | US | Saturation Prevention and Amplifier Distortion Reduction | 6,528,975 | 03/04/03 | 09/738,691 | 12/15/00 | Granted |
| 28 | TBD | US023 | US | Quadrature Modulation with Reduced Phase-Error Distortion | 6,650,711 | 11/18/03 | 09/585,591 | 06/02/00 | Granted |
| 29 | TBD | US024 | US | Method and System of Amplitude Modulation Using Dual/Split Channel Unequal Amplification | 6,751,265 | 06/15/04 | 09/661,167 | 09/13/00 | Granted |
| 30 | TBD | US025 | US | Power Control and Modulation of Switched-Mode Power Amplifiers with One or More Stages | 6,734,724 | 05/11/04 | 09/684,497 | 10/06/00 | Granted |
| 31 | TBD | US025c | US | Power Control and Modulation of Switched-Mode Power Amplifiers with One or More Stages | 6,844,776 | 01/18/05 | 10/431,976 | 05/07/03 | Granted |
| 32 | TBD | US025c1 | US | Power Control and Modulation of Switched-Mode Power Amplifiers with One or More Stages | 7,042,282 | 05/09/06 | 11/039,633 | 01/14/05 | Granted |
| 33 | TBD | US026 | US | Method and Apparatus for Reception Quality Indication in Wireless Communication | 6,850,736 | 02/01/05 | 09/746,257 | 12/21/00 | Granted |
| 34 | TBD | US027 | US | Method and Apparatus for Accurate Measurement of Communication Signals | 6,724,177 | 04/20/04 | 09/738,114 | 12/14/00 | Granted |
| 35 | TBD | US028 | US | Efficient, Precise RF Modulation Using Multiple Amplifier Stages | 6,690,233 | 02/10/04 | 09/746,530 | 12/21/00 | Granted |
| 36 | TBD | US029 | US | Direct Phase and Frequency Modulation | 6,969,984 | 11/29/05 | 09/746,249 | 12/21/00 | Granted |
| 37 | TBD | US029c | US | Direct Phase and Frequency Demodulation | N/A | N/A | 11/136,607 | 05/23/05 | preOA |
| 38 | TBD | US031 | US | Communications Signal Amplifiers Having Independent Power Control and Amplitude Modulation | 7,010,276 | 03/07/06 | 09/834,024 | 04/11/01 | Granted |
| 39 | TBD | US031c | US | Communications Signal Amplifiers Having Independent Power Control and Amplitude Modulation | N/A | N/A | 11/208,327 | 08/19/05 | preOA |
| 40 | TBD | US031c1 | US | Communications Signal Amplifiers Having Independent Power Control and Amplitude Modulation | N/A | N/A | 11/208,301 | 08/19/05 | preOA |

Tropian-MEI_transfer_list(June-30-2006).xls

| No. | MEI Ref. | PEARL Ref. | Country | Title | Patent No. | Issue Date | Serial No. | File Date | Status |
|---|---|---|---|---|---|---|---|---|---|
| 41 | TBD | US031d | US | Communications Signal Amplifiers Having Independent Power Control and Amplitude Modulation | 7,035,604 | 04/25/06 | 10/887,586 | 07/08/04 | Granted |
| 42 | TBD | US032 | US | High Quality Power Ramping in a Communications Transmitter | 6,983,025 | 01/03/06 | 09/833,967 | 04/11/01 | Granted |
| 43 | TBD | US032c | US | High Quality Power Ramping in a Communications Transmitter | N/A | N/A | 11/172,387 | 06/29/05 | OA |
| 44 | TBD | US033 | US | PLL Bandwidth Switching | 6,580,329 | 06/17/03 | 09/834,247 | 04/11/01 | Granted |
| 45 | TBD | US034 | US | Data Sampler for Digital Frequency/Phase Determination | 7,027,545 | 04/11/06 | 09/852,818 | 05/09/01 | Granted |
| 46 | TBD | US034c | US | Data Sampler for Digital Frequency/Phase Determination | N/A | N/A | 11/400,449 | 04/06/06 | preOA |
| 47 | TBD | US036 | US | Quadrature Alignment in Communications Receivers | N/A | N/A | 09/865,409 | 05/25/01 | Allowance |
| 48 | TBD | US037 | US | Notch Filter and Method | 6,587,018 | 07/01/03 | 09/865,972 | 05/25/01 | Granted |
| 49 | TBD | US038 | US | Hybrid Polar Modulator Differential Phase Cartesian Feedback Correction Circuit for power Amplifier Linearization | N/A | N/A | 09/885,811 | 06/19/01 | OA |
| 50 | TBD | US040 | US | Method and Apparatus for Impedance Matching in an Amplifier Using Lumped and Distributed Inductance | N/A | 07/04/06 | 09/942,448 | 08/29/01 | Granted |
| 51 | TBD | US040c | US | Method and Apparatus for Impedance Matching in an Amplifier Using Lumped and Distributed Inductance | N/A | N/A | 11/194,047 | 07/28/05 | preOA |
| 52 | TBD | US041 | US | Power Supply Processing for Power Amplifiers | 6,781,452 | 08/24/04 | 09/942,484 | 08/29/01 | Granted |
| 53 | TBD | US041c | US | Power Supply Processing for Power Amplifiers | 6,924,695 | 08/02/05 | 10/833,600 | 04/27/04 | Granted |
| 54 | TBD | US041cc | US | Power Supply Processing for Power Amplifiers | 7,038,536 | 05/02/06 | 11/175,752 | 07/06/05 | Granted |
| 55 | TBD | US043 | US | Waveform Preshaping for Efficiency Improvements in DC to RF Conversion | 6,624,695 | 09/23/03 | 09/999,090 | 10/31/01 | Granted |
| 56 | TBD | US044 | US | Reduction of Average-to-Minimum Power Ratio in Communications Signals | 7,054,385 | 05/30/06 | 10/037,870 | 10/22/01 | Granted |
| 57 | TBD | US045 | US | Multi-Mode Communications Transmitter | N/A | N/A | 10/045,199 | 10/22/01 | OA |
| 58 | TBD | US046 | US | Switch Mode Power Supply and Driving Method for Efficient RF Amplification | 6,867,574 | 03/15/05 | 09/992,049 | 11/21/01 | Granted |
| 59 | TBD | US047 | US | Image Reject Circuit Using Sigma-Delta Conversion | N/A | N/A | 10/023,309 | 12/15/01 | OA |
| 60 | TBD | US048 | US | Combined Low-IF/Direct Down Conversion Baseband Architecture for 3G GSM/WCDMA Receivers | N/A | N/A | 10/013,209 | 12/07/01 | Allowance |
| 61 | TBD | US049 | US | Twin-T Dual Notch Filter | N/A | N/A | 10/040,535 | 12/28/01 | Allowance |
| 62 | TBD | US050 | US | Frequency Synthesizer for Dual Mode Receiver | 7,020,230 | 03/28/06 | 10/040,534 | 12/28/01 | Granted |
| 63 | TBD | US050c | US | Frequency Synthesizer for Dual Mode Receiver | N/A | N/A | 11/198,868 | 08/05/05 | preOA |
| 64 | TBD | US051 | US | Differential RF/Microwave Power Amplifier Using Independent Synchronized Polar Modulators | 6,653,896 | 11/25/03 | 09/997,743 | 11/30/01 | Granted |
| 65 | TBD | US052 | US | Method and Apparatus for Combining Two AC Waveforms | 6,760,572 | 07/06/04 | 10/115,298 | 04/02/02 | Granted |
| 66 | TBD | US056 | US | Digital Time Alignment in a Polar Modulator | 7,042,958 | 05/09/06 | 10/454,908 | 06/04/03 | Granted |
| 67 | TBD | US056c | US | Digital Time Alignment in a Polar Modulator | N/A | N/A | 11/244,010 | 10/04/05 | OA |
| 68 | TBD | US059 | US | Method For Continuously Calibrating The Gain For A Multi Path Angle Modulator | N/A | N/A | 11/280,665 | 11/15/05 | preOA |
| 69 | TBD | US060 | US | Power Distribution and Biasing in RF Switch-Mode Power Amplifiers | 6,995,613 | 02/07/06 | 10/631,931 | 07/30/03 | Granted |
| 70 | TBD | US060c | US | Power Distribution and Biasing in RF Switch-Mode Power Amplifiers | N/A | N/A | 11/233,397 | 09/21/05 | preOA |
| 71 | TBD | US060d | US | Power Distribution and Biasing in RF Switch-Mode Power Amplifiers | N/A | N/A | 11/282,158 | 01/13/06 | preOA |
| 72 | TBD | US077 | US | Extremely High-Speed Switchmode DC-DC Converters | 7,026,797 | 04/11/06 | 10/394,949 | 03/21/03 | Granted |
| 73 | TBD | US096 | US | APPARATUS AND METHOD FOR MULTI-PHASE DIGITAL SAMPLING | N/A | N/A | 11/282,322 | 11/18/05 | preOA |
| 74 | TBD | US096P | US | APPARATUS AND METHOD FOR MULTI-PHASE DIGITAL SAMPLING | N/A | N/A | 60/719,991 | 09/23/05 | Filed |
| 75 | TBD | US103 | US | An Apparatus and Method for Dynamically Clocking A Loop Filter In a Digital Communications Device | N/A | N/A | 11/268,798 | 11/08/05 | preOA |
| 76 | TBD | US104 | US | APPARATUS AND METHOD FOR CONDITIONING A MODULATED SIGNAL IN A COMMUNICATIONS DEVICE | N/A | N/A | 11/274,068 | 11/14/05 | preOA |
| 77 | TBD | US106 | US | AN APPARATUS AND METHOD FOR OPERATING A VARIABLE SEGMENT OSCILLATOR | N/A | N/A | 11/326,645 | 2006/1/6 | preOA |

# PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Patent Assignment") dated as of April 5, 2006 ("Effective Date"), is made by and between Tropian, Inc., a California corporation ("Assignor"), and Matsushita Electric Industrial Co., Ltd., a corporation organized under the laws of Japan ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Assignment of Intellectual Property, executed on even date herewith, pursuant to which Assignor has agreed to assign all of its patent rights to Assignee.

NOW, THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Assignment of Intellectual Property, the parties agree as follows:

**1. Patents.**

"**Patents**" shall mean the patents and patent applications listed on Attachment 1 attached hereto, as well as any reexaminations, extensions and reissues thereof and any divisionals, continuations and continuation-in-parts and any other applications or patents that claim priority therefrom, including, without limitation, any corresponding foreign patents and applications.

**2. Assignment.**

Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest in and to the Patents, and all rights, claims and privileges pertaining to the Patents, including, without limitation, rights to the underlying inventions, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain the Patents.

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**IN WITNESS WHEREOF,** the parties have caused this Patent Assignment to be executed as of the date set forth below.

**ASSIGNOR:**

**TROPIAN, INC.**

By: _____
Name: TIM UNGAR
Title: PRESIDENT + COO
Date: APRIL 3, 2006

**ASSIGNEE:**

**MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.**

By: _____
Name:
Title:
Date:

**IN WITNESS WHEREOF**, the parties have caused this Patent Assignment to be executed as of the date set forth below.

**ASSIGNOR:**

**TROPIAN, INC.**

By: _____
Name:
Title:
Date:

**ASSIGNEE:**

**MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.**

By: Susumu Koike
Name: Susumu Koike
Title: Vice President, Member of the Board
Date: April 4, 2006

Attachment 1

| Title | Patent No. | Issue Date | Serial No. | Filing Date | Inventors |
|---|---|---|---|---|---|
| PLL Noise Smoothing Using Dual-Moodulus Interleaving | - | - | 09/362,670 | 07/29/99 | Sander, Brian; McCune, Earl W. |
| Direct Digital Frequency Synthesis Enabling Spur Elimination | - | - | 09/624,574 | 07/24/00 | Sander, Wendell B. |
| Circuit for Compensation Against Backgating | - | - | 09/874,458 | 06/04/01 | Judkins, James G. |
| Digital Phase Discrimination Based on Frequency Sampling | - | - | 09/919,696 | 07/31/01 | Sander, Wendell B. |
| Quadrature Alignment in Communications Receivers | - | - | 09/865,409 | 05/25/01 | McCune, Earl W. |
| Combined Low-IF/Direct Down Conversion Baseband Architecture for 3G GSM/WCDMA Receivers | - | - | 10/013,209 | 12/07/01 | Wilson, Duane |
| Twin-T Dual Notch Filter | - | - | 10/040,535 | 12/28/01 | Tolson, Nigel J. |
| High-Efficiency Modulating RF Amplifier | - | - | 10/094,104 | 03/07/02 | McCune, Earl W. |
| APPARATUS AND METHOD FOR MULTI-PHASE DIGITAL SAMPLING | - | - | 60/719,991 | 09/23/05 | Sander, Wendell B. |
| Digital Frequency Sampling and Discrimination | 6,219,394 | 04/17/01 | 08/947,027 | 10/08/97 | Sander, Wendell B. |
| Digital Phase Discrimination Based on Frequency Sampling | 6,269,135 | 07/31/01 | 09/006,938 | 01/14/98 | Sander, Wendell B. |
| Direct Digital Synthesis of Precise, Stable Angle Modulated RF Signal | 5,952,895 | 09/14/99 | 09/027,954 | 02/23/98 | McCune, Earl W.; Sander, Wendell B. |
| Quadrature-Free RF Receiver for Directly Receiving Angle Modulated Signal | 6,112,071 | 08/29/00 | 09/027,742 | 02/23/98 | McCune, Earl W. |
| Phase Lock Loop Enabling Smooth Loop Bandwidth Switching | 6,140,882 | 10/31/00 | 09/197,523 | 11/23/98 | Sander, Brian |
| High-Efficiency Modulation RF Amplifier | 6,377,784 | 04/23/02 | 09/247,095 | 02/09/99 | McCune, Earl W. |
| High-Efficiency Amplifier Output Level and Burst Control | 6,864,668 | 03/08/05 | 09/247,097 | 02/09/99 | McCune, Earl W.; Sander, Wendell B. |
| Direct Digital Frequency Synthesis Enabling Spur Elimination | 6,094,101 | 07/25/00 | 09/268,731 | 03/17/99 | Sander, Wendell B.; Sander, Brian |
| Driving Circuits for Switch Mode RF Power Amplifiers | 6,198,347 | 03/06/01 | 09/362,880 | 07/29/99 | Sander, Wendell B.; McCune, Earl W.; Meck, Ronald A. |
| Constant Impedance for Switchable Amplifier with Power Control | 6,215,355 | 04/10/01 | 09/416,865 | 10/13/99 | Meck, Ronald A.; McCune, Earl W.; Burns |

| Title | Patent No. | Issue Date | Serial No. | Filing Date | Inventors |
|---|---|---|---|---|---|
| High Efficienty Line Driver for High Crest-Factor Signals Such as DMT/ADSL Signals | 6,567,491 | 05/20/03 | 09/419,707 | 10/14/99 | McCune, Earl W.; Sander, Wendell B. |
| High Efficiency Power Modulators | 6,366,177 | 04/02/02 | 09/495,891 | 02/02/00 | McCune, Earl W.; Sander, Wendell B. |
| Quadrature Modulation with Reduced Phase-Error Distortion | 6,650,711 | 11/18/03 | 09/585,591 | 06/02/00 | Booth, Richard W. D. |
| High-Efficiency Modulating RF Amplifier | 6,636,112 | 10/21/03 | 09/637,269 | 08/10/00 | McCune, Earl W. |
| Oscillator Circuit Having Reduced Phase Noise | 6,462,627 | 10/08/02 | 09/648,914 | 08/25/00 | Lee, Jerold |
| Method and System of Amplitude Modulation Using Dual/Split Channel Unequal Amplification | 6,751,265 | 06/15/04 | 09/661,167 | 09/13/00 | Schell, Stephen V.; Sander, Wendell B.; McCune, Earl W. |
| Variable Bias Control for Switch Mode RF Amplifier | 6,323,731 | 11/27/01 | 09/684,496 | 10/06/00 | McCune, Earl W. |
| Power Control and Modulation of Switched-Mode Power Amplifiers with One or More Stages | 6,734,724 | 05/11/04 | 09/684,497 | 10/06/00 | Schell, Stephen V.; Sander, Wendell B.; Meck, Ronald A.; Bayruns, Robert J. |
| Boost Doubler Circuit | 6,522,192 | 02/18/03 | 09/688,269 | 10/11/00 | Sander, Wendell B. |
| Ring VCO Based on RC Timing | 6,686,806 | 02/03/04 | 09/738,094 | 12/14/00 | Dufour, Yves |
| Method and Apparatus for Accurate Measurement of Communication Signals | 6,724,177 | 04/20/04 | 09/738,114 | 12/14/00 | Schell, Stephen V. |
| Saturation Prevention and Amplifier Distortion Reduction | 6,528,975 | 03/04/03 | 09/738,691 | 12/15/00 | Sander, Wendell B. |
| Method and Apparatus for Reception Quality Indication in Wireless Communication | 6,850,736 | 02/01/05 | 09/746,257 | 12/21/00 | McCune, Earl W. |
| Efficient, Precise RF Modulation Using Multiple Amplifier Stages | 6,690,233 | 02/10/04 | 09/746,530 | 12/21/00 | Sander, Wendell B. |
| Direct Phase and Frequency Modulation | 6,969,984 | 11/29/05 | 09/746,249 | 12/21/00 | McCune, Earl W. |
| High Efficienty Line Driver for High Crest-Factor Signals such as DMT/ADSL signals | 6,724,830 | 04/20/04 | 09/794,542 | 02/26/01 | Do, Gary L.; McCune, Earl W.; Sander, Wendell B. |
| Multi-Band Amplifier Having Multi-Tap RF Choke | 6,356,155 | 03/12/02 | 09/834,056 | 04/11/01 | Judkins, James G. |
| Communications Signal Amplifiers Having Independent Power Control and Amplitude Modulation | 7,010,276 | 03/07/06 | 09/834,024 | 04/11/01 | Sander, Wendell B.; Meck, Ronald A.; McCune, Earl W. |
| High Quality Power Ramping in a Communications Transmitter | 6,983,025 | 01/03/06 | 09/833,967 | 04/11/01 | Schell, Stephen V. |
| PLL Bandwidth Switching | 6,580,329 | 06/17/03 | 09/834,247 | 04/11/01 | Sander, Wendell B. |

| Title | Patent No. | Issue Date | Serial No. | Filing Date | Inventors |
|---|---|---|---|---|---|
| Data Sampler for Digital Frequency/Phase Determination | 7,027,545 | 04/11/06 | 09/852,818 | 05/09/01 | Sander, Brian |
| Notch Filter and Method | 6,587,018 | 07/01/03 | 09/865,972 | 05/25/01 | Meck, Ronald A.; McCune, Earl W.; Twitchell, Edwin R. |
| Sigma-Delta-Based Frequency Synthesis | 6,690,215 | 02/10/04 | 09/942,449 | 08/29/01 | McCune, Earl W.; Sander, Wendell B. |
| Method and Apparatus for Impedance Matching in an Amplifier Using Lumped and Distributed Inductance | 09/942,448 | 07/04/06 | 09/942,448 | 08/29/01 | Meck, Ronald A. |
| Power Supply Processing for Power Amplifiers | 6,781,452 | 08/24/04 | 09/942,484 | 08/29/01 | Cioffi, Kenneth R.; Tolson, Nigel J.; McCune, Earl W. |
| Reduction of Average-to-Minimum Power Ratio in Communications Signals | 7,054,385 | 05/30/06 | 10/037,870 | 10/22/01 | Booth, Richard W. D.; Schell, Stephen V.; Biedka, Thomas E.; Liang, Paul Cheng-Po |
| Waveform Preshaping for Efficiency Improvements in DC to RF Conversion | 6,624,695 | 09/23/03 | 09/999,090 | 10/31/01 | Sevic, John F.; Salam, Khan M. |
| Switch Mode Power Supply and Driving Method for Efficient RF Amplification | 6,867,574 | 03/15/05 | 09/992,049 | 11/21/01 | Silic, Bojan |
| Differential RF/Microwave Power Amplifier Using Independent Synchronized Polar Modulators | 6,653,896 | 11/25/03 | 09/997,743 | 11/30/01 | Sevic, John F.; Sander, Schell, Stephen V. |
| Frequency Synthesizer for Dual Mode Receiver | 7,020,230 | 03/28/06 | 10/040,534 | 12/28/01 | Tolson, Nigel J. |
| PLL Noise Smoothing Using Dual-Modulus Interleaving | 7,012,984 | 03/14/06 | 10/095,738 | 03/11/02 | Sander, Brian; McCune, Earl W. |
| Method and Apparatus for Combining Two AC Waveforms | 6,760,572 | 07/06/04 | 10/115,298 | 04/02/02 | Noori, Basim |